



# ***BOUNDARY AMENDMENT DOCUMENTS***

***FOR:***

***COLISEUM PROPERTY***

***and***

***SPORTS ARENA PROPERTY***

***Submitted for review by  
the Board of Directors for  
CALIFORNIA SCIENCE CENTER and EXPOSITION PARK***

***on***

***NOVEMBER 4, 2015***

Atlanta

Houston

Melbourne

San Francisco

Washington, D.C.

Boston

London

New York

Shanghai

Chicago

Los Angeles

Sacramento

Sydney

[www.seyfarth.com](http://www.seyfarth.com)

Tab 1

Amendment to Coliseum Lease

## AMENDMENT TO COLISEUM LEASE

This AMENDMENT TO COLISEUM LEASE (this "Amendment") is made and executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California (hereinafter, "District") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code, and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity (hereinafter, "Commission").

### Recitals

District, as lessor, and Commission, as lessee, are parties to that certain Coliseum Lease dated January 3, 1956, as amended as of June 17, 1971, November 3, 1976, February 13, 2008 and December 20, 2013 (as so amended, the "Coliseum Lease"). The Coliseum Lease demises to Commission the site on which is located the Los Angeles Memorial Coliseum (the "Coliseum") and the incidental and accessory buildings, structures and appurtenances related thereto. A survey of the legal description attached to the Coliseum Lease has identified certain slight discrepancies between the boundary line of the demised premises as described and the location of certain Coliseum accessory structures and appurtenance. District and Commission desire to amend the Coliseum Lease to correct the legal description of the Premises to encompass all of the incidental and accessory buildings, structures and appurtenances to the Coliseum.

NOW, THEREFORE, District and Commission agree as follows:

### Agreement

1. Correction of Legal Description. Exhibit A to the Coliseum Lease is deleted hereby and replaced with Exhibit A to this Amendment.

2. Miscellaneous.

(a) This Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of California.

(b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Facsimile or .pdf or other electronic or electronically transmitted signatures to this Amendment shall be effective as originals.

(c) If any provision of this Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Amendment and to this end the provisions of this Amendment are intended to be and are severable.

(d) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(e) Except as expressly changed or modified by this Amendment, all other terms and conditions of the Coliseum Lease, and the terms, provisions and conditions of the Coliseum Lease shall remain in full force and effect.

*[signature page follows]*

IN WITNESS WHEREOF, District and Commission have caused this AMENDMENT TO COLISEUM LEASE to be executed by their duly authorized officers as of the day and year first above written.

LOS ANGELES MEMORIAL  
COLISEUM COMMISSION

By: \_\_\_\_\_  
Mark Ridley-Thomas  
President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_  
Commission Legal Counsel

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Munger, Tolles & Olson LLP

SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION, an Institution of the State of  
California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

CALIFORNIA NATURAL RESOURCES  
AGENCY, an agency of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

DEPARTMENT OF GENERAL SERVICES,  
a department of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

Department of General Services, Office of  
Legal Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

*Legal Description of Coliseum Site*

**LEGAL DESCRIPTION**

**COLISEUM**

A portion the Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 352 of Miscellaneous Records, Records of said County, described as follows:

Beginning at a point on the westerly line of Figueroa Street, 100.00 feet wide, as shown on Record of Survey, in said City, as per map filed in Book 90, Pages 19 through 23, inclusive, of Records of Survey, distant along said westerly line North 00°03'55" West 701.36 feet from the northerly line of Tract No. 4719, in said City, as per map recorded in Book 52, Page 48 of Maps; thence South 89°57'05" West 726.14 feet; thence South 56°15'25" West 111.63 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, as described in the unrecorded Coliseum Lease dated January 3, 1956, being the True Point of Beginning; thence northeasterly, northerly, northwesterly and westerly along said northwesterly edge of curb, the westerly edge of the westerly curb, the southwesterly edge of the southwesterly curb and the southerly edge of the southerly curb of said paved roadway known as South Coliseum Drive, the following eight (8) courses:

1. North 24°13'25" East 63.55 feet; to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
2. Northerly along said curve 68.04 feet through a central angle of 24°17'20"; thence
3. North 00°03'55" West 126.03 feet to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
4. Northerly along said curve, 68.04 feet through a central angle of 24°17'20"; thence
5. North 24°21'15" West 92.88 feet to the beginning of a curve, concave southwesterly, having a radius of 519.50 feet; thence

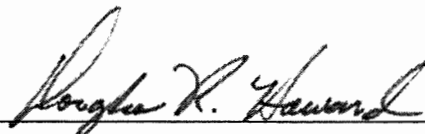
- 1 6. Northwesterly along said curve, 231.72 feet through a central angle of 25°33'22"
- 2 to the beginning of a compound curve, concave southwesterly, having a radius of
- 3 401.50 feet, a radial line to said beginning bears North 40°05'23" East; thence
- 4 7. Northwesterly and westerly along said curve, 280.58 feet through a central angle
- 5 of 40°02'23"; thence
- 6 8. North 89°57'00" West 922.54 feet to the easterly line of Bill Robertson Lane
- 7 (formerly Agricultural Avenue), 60.00 wide, as shown on said Southern District
- 8 Agricultural Park and Adjoining Lots; thence
- 9 leaving said southerly edge of curb, southerly along said easterly line of Bill Robertson
- 10 Lane, South 00°06'04" West 1030.42 feet to the southwesterly corner of said unrecorded
- 11 Coliseum Lease; thence northeasterly, easterly, and southeasterly along the southerly line
- 12 of said unrecorded Coliseum Lease the following eleven (11) courses:
- 13 1. North 60°56'49" East 116.22 feet; thence
- 14 2. North 65°14'59" East 35.21 feet; thence
- 15 3. North 73°29'44" East 43.02 feet; thence
- 16 4. North 83°36'54" East 60.59 feet; thence
- 17 5. North 88°46'34" East 55.47 feet; thence
- 18 6. South 86°32'11" East 37.49 feet; thence
- 19 7. South 84°13'36" East 52.11 feet; thence
- 20 8. South 77°16'26" East 37.46 feet; thence
- 21 9. South 20°48'26" East 60.08 feet; thence
- 22 10. South 67°37'31" East 85.52 feet; thence
- 23 11. South 89°46'16" East 366.95 feet to said northwesterly edge of the northwesterly
- 24 curb of said paved roadway known as South Coliseum Drive, said point being on
- 25 a non-tangent curve, concave southeasterly, having a radius of 198.50 feet, a
- 26 radial line to said point bears North 43°10'17" West; thence
- 27 northeasterly along said northwesterly edge of curb the following three (3) courses:
- 28 1. Northeasterly along said last mentioned curve, 101.70 feet through a central angle
- 29 of 29°21'21" to the beginning of a reverse curve, concave northerly, having a



- 1 radius of 519.50 feet, a radial line to said beginning bears South 13°48'57" East;
- 2 thence
- 3 2. Northeasterly along said curve, 471.13 feet through a central angle of 51°57'38";
- 4 thence
- 5 3. North 24°13'25" East 29.33 feet to the True Point of Beginning.

6  
7 This Legal Description is not intended for the use in the division and/or conveyance of  
8 land in violation of the Subdivision Map Act of the State of California.



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11   
12 Douglas R. Howard, PLS 6169  
13 PSOMAS

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15 Date: 10-09-2015  
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## Tab 2

# Amendment to Lease Option Agreement (Coliseum Property)

**AMENDMENT TO LEASE OPTION AGREEMENT  
(Coliseum Property)**

This Amendment to Lease Option Agreement (this "**Amendment**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("**District**") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code, and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("**USC**").

**R E C I T A L S:**

WHEREAS, District is the owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, currently occupied by improvements commonly referred to as the Los Angeles Memorial Coliseum ("**Coliseum**") and other incidental and accessory buildings, structures and appurtenance related thereto, as such real property is more particularly described in **Exhibit "A"** attached to this Amendment and incorporated herein by this reference (the "**Land**"). Such Land, and all improvements located thereon, shall be collectively referred to herein as the "**Property**"; and

WHEREAS, District has leased the Land and certain of the Property to the Los Angeles Memorial Coliseum Commission ("**Commission**") pursuant to that certain Coliseum Lease dated January 3, 1956, amended as of June 17, 1971, November 3, 1976, February 13, 2008, and December 20, 2013 (as so amended, the "**Existing Coliseum Ground Lease**"), which Existing Coliseum Ground Lease, unless sooner terminated pursuant to its terms, will expire on December 31, 2054; and

WHEREAS, pursuant to that certain Second Amendment to Lease and Agreement dated as of July 29, 2013, between Commission, as landlord, and the USC, as tenant (the "**USC Lease**"), Commission has leased to USC the Property on the terms and conditions provided therein, which USC Lease, if extended by USC as provided in the USC Lease, will expire on December 31, 2054; and

WHEREAS, in conjunction with the USC Lease, USC and District entered into a certain Non-Disturbance Agreement dated as of September 4, 2013 (the "**NDA**"), pursuant to which District agreed to recognize the USC Lease, as amended by the NDA, as a direct lease between District and USC (the "**Direct Lease**") in the event the Existing Coliseum Ground Lease terminates prior to its natural expiration date; and

WHEREAS, concurrently with entering into the NDA, District, as "Owner", and USC, as "Optionee", entered into that certain Lease Option Agreement (Coliseum Property), dated as of September 4, 2013 (the "**Option Agreement**"), pursuant to which District granted to USC the option to lease the Property upon the expiration of the USC

Lease or the Direct Lease, as applicable, on the terms and conditions set forth in the Option Agreement; and

WHEREAS, concurrently herewith, as of the Effective Date, District and Commission have entered into an Amendment to Coliseum Ground Lease, pursuant to which the legal description of the premises demised under the Existing Coliseum Ground Lease is being corrected so that the boundaries of such premises include all of the incidental and accessory buildings, structures and appurtenances related to the Coliseum (the Existing Coliseum Ground Lease, as so amended, and as it may hereafter be amended, the "**Coliseum Ground Lease**"); and

WHEREAS, USC and District desire to amend the Option Agreement to reflect the updated legal description of the Property as contained in the Coliseum Ground Lease as of the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, USC and District agree as follows:

1. **Amendment of Option Agreement.** Schedule 1.1 to the Option Agreement is deleted hereby and replaced with Schedule 1.1 attached to this Amendment.

2. **Choice of Law.** This Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of California.

3. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or .pdf signatures to this Amendment shall be effective as originals.

4. **Severability.** If any provision of this Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Amendment and to this end the provisions of this Amendment are intended to be and are severable.

5. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

6. **Continued Effectiveness.** Except as otherwise set forth herein, this Amendment shall not be deemed to modify any term, provision or condition of the Option Agreement, and the terms, provisions and conditions of the Option Agreement, as amended hereby, are hereby reaffirmed, ratified and confirmed by District and USC.

The parties hereto enter into this Amendment intending to be legally bound by the terms and provisions hereof as of the date and year first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Lease Option Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

STATE:

USC:

SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION, an Institution of the State  
of California

UNIVERSITY OF SOUTHERN  
CALIFORNIA, a California Nonprofit Public  
Benefit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA NATURAL RESOURCES  
AGENCY, an agency of the State of  
California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEPARTMENT OF GENERAL  
SERVICES, a department of the State of  
California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

Department of General Services, Office of  
Legal Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule 1.1**

[see attached]

**LEGAL DESCRIPTION**

**COLISEUM**

A portion the Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 352 of Miscellaneous Records, Records of said County, described as follows:

Beginning at a point on the westerly line of Figueroa Street, 100.00 feet wide, as shown on Record of Survey, in said City, as per map filed in Book 90, Pages 19 through 23, inclusive, of Records of Survey, distant along said westerly line North 00°03'55" West 701.36 feet from the northerly line of Tract No. 4719, in said City, as per map recorded in Book 52, Page 48 of Maps; thence South 89°57'05" West 726.14 feet; thence South 56°15'25" West 111.63 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, as described in the unrecorded Coliseum Lease dated January 3, 1956, being the True Point of Beginning; thence northeasterly, northerly, northwesterly and westerly along said northwesterly edge of curb, the westerly edge of the westerly curb, the southwesterly edge of the southwesterly curb and the southerly edge of the southerly curb of said paved roadway known as South Coliseum Drive, the following eight (8) courses:

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2. Northerly along said curve 68.04 feet through a central angle of 24°17'20"; thence
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4. Northerly along said curve, 68.04 feet through a central angle of 24°17'20"; thence
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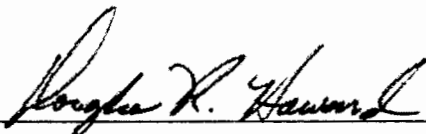
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- 2 to the beginning of a compound curve, concave southwesterly, having a radius of
- 3 401.50 feet, a radial line to said beginning bears North 40°05'23" East; thence
- 4 7. Northwesterly and westerly along said curve, 280.58 feet through a central angle
- 5 of 40°02'23"; thence
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- 7 (formerly Agricultural Avenue), 60.00 wide, as shown on said Southern District
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- 9 leaving said southerly edge of curb, southerly along said easterly line of Bill Robertson
- 10 Lane, South 00°06'04" West 1030.42 feet to the southwesterly corner of said unrecorded
- 11 Coliseum Lease; thence northeasterly, easterly, and southeasterly along the southerly line
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- 13 1. North 60°56'49" East 116.22 feet; thence
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- 15 3. North 73°29'44" East 43.02 feet; thence
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- 18 6. South 86°32'11" East 37.49 feet; thence
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- 22 10. South 67°37'31" East 85.52 feet; thence
- 23 11. South 89°46'16" East 366.95 feet to said northwesterly edge of the northwesterly
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3 2. Northeasterly along said curve, 471.13 feet through a central angle of 51°57'38";  
4 thence  
5 3. North 24°13'25" East 29.33 feet to the True Point of Beginning.  
6

7 This Legal Description is not intended for the use in the division and/or conveyance of  
8 land in violation of the Subdivision Map Act of the State of California.  
9



  
Douglas R. Howard, PLS 6169  
PSOMAS

Date: 10-09-2015

## Tab 3

### Amendment to Memorandum of Lease Option Agreement (Coliseum)

Recording Requested by and  
When Recorded, Return to:

University of Southern California  
Dept. of Real Estate & Asset Management  
University Park Campus, UGW-110  
Los Angeles, CA 90089-7271  
Attn: Vice President

(Space above this line for Recorder's use)

### AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT

This AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT ("***Amendment***"), is executed as of \_\_\_\_\_, 2015 (the "***Execution Date***"), by the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("***Owner***") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

Owner executed a certain Memorandum of Lease Option Agreement dated as of September 4, 2013 and recorded on September 24, 2013 as Document No. 20131384076 in the Official Records of the Los Angeles County Registrar-Recorder (the "***Memorandum***"). The recorded Memorandum inadvertently included an inaccurate legal description as Exhibit A attached thereto. By this Amendment, Owner hereby amends the Memorandum to delete the Exhibit A attached to the Memorandum and to replace it with **Exhibit A** attached hereto, which shall constitute and be the "***Property***" under the Memorandum.

*[Remainder of page intentionally left blank - signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Execution Date.

Owner:

SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED:

DEPARTMENT OF GENERAL SERVICES

APPROVED:

CALIFORNIA NATURAL RESOURCES  
AGENCY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

DEPARTMENT OF GENERAL SERVICES,  
OFFICE OF LEGAL SERVICES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Sixth District Agricultural Association***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
  )  
County of Los Angeles            )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

***Natural Resources Agency***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
  )  
County of \_\_\_\_\_            )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

***Department of General Services***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
  )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

***Department of General Services,  
Office of Legal Services***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
  )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

*Notary Acknowledgment Page to Amendment to Memorandum of Lease Option Agreement (Coliseum)*

**EXHIBIT A**

*The Property*

*[see attached]*

LEGAL DESCRIPTION

COLISEUM

A portion the Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 352 of Miscellaneous Records, Records of said County, described as follows:

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1. North  $24^{\circ}13'25''$  East 63.55 feet; to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
2. Northerly along said curve 68.04 feet through a central angle of  $24^{\circ}17'20''$ ; thence
3. North  $00^{\circ}03'55''$  West 126.03 feet to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
4. Northerly along said curve, 68.04 feet through a central angle of  $24^{\circ}17'20''$ ; thence
5. North  $24^{\circ}21'15''$  West 92.88 feet to the beginning of a curve, concave southwesterly, having a radius of 519.50 feet; thence

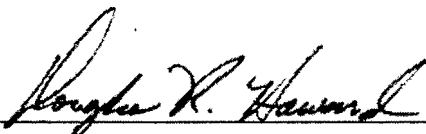


- 1 6. Northwesterly along said curve, 231.72 feet through a central angle of 25°33'22"
- 2 to the beginning of a compound curve, concave southwesterly, having a radius of
- 3 401.50 feet, a radial line to said beginning bears North 40°05'23" East; thence
- 4 7. Northwesterly and westerly along said curve, 280.58 feet through a central angle
- 5 of 40°02'23"; thence
- 6 8. North 89°57'00" West 922.54 feet to the easterly line of Bill Robertson Lane
- 7 (formerly Agricultural Avenue), 60.00 wide, as shown on said Southern District
- 8 Agricultural Park and Adjoining Lots; thence
- 9 leaving said southerly edge of curb, southerly along said easterly line of Bill Robertson
- 10 Lane, South 00°06'04" West 1030.42 feet to the southwesterly corner of said unrecorded
- 11 Coliseum Lease; thence northeasterly, easterly, and southeasterly along the southerly line
- 12 of said unrecorded Coliseum Lease the following eleven (11) courses:
- 13 1. North 60°56'49" East 116.22 feet; thence
- 14 2. North 65°14'59" East 35.21 feet; thence
- 15 3. North 73°29'44" East 43.02 feet; thence
- 16 4. North 83°36'54" East 60.59 feet; thence
- 17 5. North 88°46'34" East 55.47 feet; thence
- 18 6. South 86°32'11" East 37.49 feet; thence
- 19 7. South 84°13'36" East 52.11 feet; thence
- 20 8. South 77°16'26" East 37.46 feet; thence
- 21 9. South 20°48'26" East 60.08 feet; thence
- 22 10. South 67°37'31" East 85.52 feet; thence
- 23 11. South 89°46'16" East 366.95 feet to said northwesterly edge of the northwesterly
- 24 curb of said paved roadway known as South Coliseum Drive, said point being on
- 25 a non-tangent curve, concave southeasterly, having a radius of 198.50 feet, a
- 26 radial line to said point bears North 43°10'17" West; thence
- 27 northeasterly along said northwesterly edge of curb the following three (3) courses:
- 28 1. Northeasterly along said last mentioned curve, 101.70 feet through a central angle
- 29 of 29°21'21" to the beginning of a reverse curve, concave northerly, having a

- 1 radius of 519.50 feet, a radial line to said beginning bears South 13°48'57" East;  
2 thence  
3 2. Northeasterly along said curve, 471.13 feet through a central angle of 51°57'38";  
4 thence  
5 3. North 24°13'25" East 29.33 feet to the True Point of Beginning.  
6

7 This Legal Description is not intended for the use in the division and/or conveyance of  
8 land in violation of the Subdivision Map Act of the State of California.  
9



  
Douglas R. Howard, PLS 6169  
PSOMAS

Date: 10-09-2015

## Tab 4

Third Amendment to Sports Arena  
Agreement, Lease and Easement and  
Termination of Agreement and Lease for  
Parcel Adjacent to Arena

**THIRD AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT AND  
TERMINATION OF AGREEMENT AND LEASE FOR PARCEL ADJACENT TO ARENA**

This THIRD AMENDMENT TO SPORTS ARENA AGREEMENT, LEASE AND EASEMENT AND TERMINATION OF AGREEMENT AND LEASE FOR PARCEL ADJACENT TO ARENA (this "Third Amendment") is made and executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California (hereinafter, "District") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code, and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, a public joint powers entity (hereinafter, "Commission").

Recitals

District, as lessor, and Commission, as lessee, are parties to (a) that certain Sports Arena Agreement, Lease and Easement dated January 3, 1956, as amended by that certain Amendment to Sports Arena Agreement, Lease and Easement dated February 13, 2008 and by that certain amendment to Sports Arena Agreement, Lease and Easement dated as of December 20, 2013 (as so amended, the "Sports Arena Lease"), and (b) that certain Agreement and Lease for Parcel Adjacent to Arena dated January 3, 1956 (the "Adjacent Parcel Lease" and, together with the Sports Arena Lease, the "Leases"). The Sports Arena Lease demises to Commission the site on which is located the Los Angeles Memorial Sports Arena (the "Sports Arena"), more particularly described on Exhibit A-1 attached hereto (the "Sports Arena Site"), for a term extending through December 31, 2054. The Adjacent Parcel Lease demises to Commission a parcel adjacent to the Sports Arena Site, more particularly described on Exhibit A-2 attached hereto (the "Adjacent Parcel"), for an indefinite period, on which Adjacent Parcel are located facilities appurtenant to the Sports Arena and the Sports Arena Site. As the Sports Arena Site and the Adjacent Parcel have been occupied and used by Commission and its subtenant as a unified site since the inception of the Leases, Commission desires, and District has agreed, to amend the Sports Arena Lease to demise both the Sports Arena Site and the Adjacent Parcel to Commission and to terminate the Adjacent Parcel Lease. In connection with the anticipated redevelopment of the Sports Arena Site and the Adjacent Parcel, Commission desires, and District has agreed, to also lease under the Sports Arena Lease that certain parcel of land known as "Lot P" and more particularly described on Exhibit A-3 attached hereto.

NOW, THEREFORE, District and Commission agree as follows:

### Agreement

1. Amendment to Sports Arena Lease. Exhibit A to the Sports Arena Lease is deleted hereby and replaced with Exhibit B to this Third Amendment (which combines the areas described in Exhibits A-1 through A-3).

2. Termination of Adjacent Parcel Lease. The Adjacent Parcel Lease is terminated hereby and, from and after the date of this Third Amendment, shall be of no further force or effect and neither District nor Commission shall have any further obligations or liabilities thereunder.

3. Use of Premises. The last paragraph of Article 3 of the Sports Arena Lease is amended and restated hereby to read as follows:

“Lessee may grant concession privileges for the vending and sale of liquids, alcoholic beverages and edibles, programs, cushions and similar articles, or for the renting of any of said articles.”

4. Miscellaneous.

(a) This Third Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of California.

(b) This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or .pdf or other electronic or electronically transmitted signatures to this Third Amendment shall be effective as originals.

(c) If any provision of this Third Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Third Amendment and to this end the provisions of this Third Amendment are intended to be and are severable.

(d) This Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(e) Except as expressly changed or modified by this Third Amendment, all other terms and conditions of the Sports Arena Lease, and the terms, provisions and conditions of the Sports Arena Lease shall remain in full force and effect.

*[signature page follows]*

IN WITNESS WHEREOF, District and Commission have caused this Third Amendment to Sports Arena Agreement, Lease and Easement and Termination of Agreement and Lease for Parcel Adjacent to Arena to be executed by their duly authorized officers as of the day and year first above written.

LOS ANGELES MEMORIAL  
COLISEUM COMMISSION

By: \_\_\_\_\_  
Mark Ridley-Thomas  
President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_  
Commission Legal Counsel

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Munger, Tolles & Olson LLP

SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION, an Institution of the State of  
California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

CALIFORNIA NATURAL RESOURCES  
AGENCY, an agency of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

DEPARTMENT OF GENERAL SERVICES,  
a department of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

Department of General Services, Office of Legal  
Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A-1

*Legal Description of the Sports Arena Site*

## **EXHIBIT A-1**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 640.76 FEET; THENCE SOUTH  $89^{\circ} 53' 05''$  WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $71^{\circ} 20' 46''$ , A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $57^{\circ} 10' 50''$ , A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $75^{\circ} 50' 49''$ , A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $0^{\circ} 07' 40''$  EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ} 50' 35''$ , A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH  $89^{\circ} 58' 15''$  EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL THAT PORTION OF SAID LAND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET.

ALSO EXCEPT ANY PORTION INCLUDED WITHIN LOT P OF SAID SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS.



Exhibit A-2

*Legal Description of the Adjacent Parcel*

## EXHIBIT A-2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 640.76 FEET; THENCE SOUTH  $89^{\circ} 53' 05''$  WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $71^{\circ} 20' 46''$ , A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $57^{\circ} 10' 50''$ , A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $75^{\circ} 50' 49''$ , A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $0^{\circ} 07' 40''$  EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ} 50' 35''$ , A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH  $89^{\circ} 58' 15''$  EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT ALL THAT PORTION OF SAID LAND LYING EASTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET .

Exhibit A-3

*Legal Description of Lot P*

### **EXHIBIT A-3**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT P OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT P, THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, N00°03'50"W 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°03'50"W 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE S89°57'10"W, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE N00°03'50"W, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE S89°52'37"E, ALONG THE NORTH LINE OF SAID LOT P, 222.00 FEET TO THE NORTHWEST CORNER OF SAID LOT P, SAID POINT BEING ON THE WESTERLY LINE OF FIGUEROA STREET; THENCE S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND ABOVE DESCRIBED OR PRODUCED AND SAVED THEREFROM; AND FURTHER EXCEPTING THE SOLE AND EXCLUSIVE RIGHTS TO DRILL INTO, FROM AND THROUGH SAID LAND FOR, PRODUCING AND DEVELOPING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BY MEANS OF SLANT DRILLING OPERATIONS CONDUCTED FROM SURFACE LOCATIONS OUTSIDE SAID LAND, INTO OR THROUGH SAID LAND, TO PRODUCING INTERVALS EITHER WITHIN OR BEYOND SAID LAND; ALL SUBJECT HOWEVER, WITHOUT HOWEVER THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR INTO THE UPPER 500 FEET THEREOF MEASURED VERTICALLY FROM SAID SURFACE, AS RESERVED BY THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, IN GRANT DEED RECORDED JUNE 19, 2009 AS INSTRUMENT NO. 20090927601, OFFICIAL RECORDS.

Exhibit B

*Legal Description of “the premises” under the Sports Arena Agreement*

## **LEGAL DESCRIPTION**

### **SPORTS ARENA**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### **PARCEL 1:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

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EXCEPT ALL THAT PORTION OF SAID LAND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET.

ALSO EXCEPT ANY PORTION INCLUDED WITHIN LOT P OF SAID SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS.

#### **PARCEL 2:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

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EXCEPT ALL THAT PORTION OF SAID LAND LYING EASTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET.

**PARCEL 3:**

LOT P OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT P, THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, N00°03'50"W 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°03'50"W 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE S89°57'10"W, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE N00°03'50"W, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE S89°52'37"E, ALONG

THE NORTH LINE OF SAID LOT P, 222.00 FEET TO THE NORTHWEST CORNER OF SAID LOT P, SAID POINT BEING ON THE WESTERLY LINE OF FIGUEROA STREET; THENCE S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND ABOVE DESCRIBED OR PRODUCED AND SAVED THEREFROM; AND FURTHER EXCEPTING THE SOLE AND EXCLUSIVE RIGHTS TO DRILL INTO, FROM AND THROUGH SAID LAND FOR, PRODUCING AND DEVELOPING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BY MEANS OF SLANT DRILLING OPERATIONS CONDUCTED FROM SURFACE LOCATIONS OUTSIDE SAID LAND, INTO OR THOROUGH SAID LAND, TO PRODUCING INTERVALS EITHER WITHIN OR BEYOND SAID LAND; ALL SUBJECT HOWEVER, WITHOUT HOWEVER THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR INTO THE UPPER 500 FEET THEREOF MEASURED VERTICALLY FROM SAID SURFACE, AS RESERVED BY THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, IN GRANT DEED RECORDED JUNE 19, 2009 AS INSTRUMENT NO. 20090927601, OFFICIAL RECORDS.

**ALSO KNOWN AS:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 640.76 FEET; THENCE SOUTH 89° 57' 10" WEST 726.00 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 03' 35" EAST 59.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 51' 15", A DISTANCE OF 31.37 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.98 FEET TO THE TRUE POINT OF BEGINNING.



THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED LAND IS BASED ON THE CALIFORNIA COORDINATES SYSTEM (CCS 83), ZONE 5, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE..

## Tab 5

# Amendment to Lease Option Agreement (Sports Arena Property)

**AMENDMENT TO LEASE OPTION AGREEMENT  
(Sports Arena Property)**

This Amendment to Lease Option Agreement (this "**Amendment**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("**District**") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code, and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("**USC**").

**R E C I T A L S:**

WHEREAS, District is the owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, currently occupied by improvements commonly referred to as the Los Angeles Memorial Sports Arena ("**Sports Arena**") and other incidental and accessory buildings, structures and appurtenance related thereto, as such real property is more particularly described in Schedule 1.1 attached to this Amendment and incorporated herein by this reference (the "**Land**"). Such Land, and all improvements located thereon, shall be collectively referred to herein as the "**Property**"; and

WHEREAS, District has leased Parcels 1 and 2 (as described in Schedule 1.1) of the Land and certain of the other Property (collectively, the "**1956 Premises**") to the Los Angeles Memorial Coliseum Commission ("**Commission**") pursuant to (i) that certain Sports Arena Lease dated January 3, 1956, amended as of February 13, 2008 and December 20, 2013 (as so amended, the "**Existing Sports Arena Ground Lease**"), and (ii) that certain Agreement and Lease for Parcel Adjacent to Arena dated January 3, 1956 (the "**Adjacent Parcel Ground Lease**" and, together with the Existing Sports Arena Ground Lease, the "**Existing Ground Leases**"), which Existing Ground Leases, unless sooner terminated pursuant to their respective terms, will expire on December 31, 2054; and

WHEREAS, pursuant to that certain Second Amendment to Lease and Agreement dated as of July 29, 2013, between Commission, as landlord, and the USC, as tenant (the "**USC Lease**"), Commission has leased to USC the 1956 Premises and all improvements located thereon (the "**SA Premises**") on the terms and conditions provided therein, which USC Lease, if extended by USC as provided in the USC Lease, will expire on December 31, 2054; and

WHEREAS, in conjunction with the USC Lease, USC and District entered into a certain Non-Disturbance Agreement dated as of September 4, 2013 (the "**NDA**"), pursuant to which District agreed to recognize the USC Lease, as amended by the NDA, as a direct lease between District and USC (the "**Direct Lease**") in the event the Existing Sports Arena Ground Lease terminates prior to its natural expiration date; and

WHEREAS, concurrently with entering into the NDA, District, as "Owner", and USC, as "Optionee", entered into that certain Lease Option Agreement (Sports Arena Property), dated as of September 4, 2013 (the "**Option Agreement**"), pursuant to which District granted to USC the option to lease the SA Premises upon the expiration of the USC Lease or the Direct Lease, as applicable, on the terms and conditions set forth in the Option Agreement; and

WHEREAS, concurrently herewith, as of the Effective Date, District and Commission have entered into a Third Amendment to Sports Arena Agreement, Lease and Easement and Termination of Agreement and Lease for Parcel Adjacent to Arena, pursuant to which the premises demised under the Adjacent Parcel Ground Lease are being consolidated, under the Existing Sports Arena Ground Lease, with the premises demised under the Existing Sports Arena Ground Lease and certain other real property, and the Adjacent Parcel Ground Lease is being terminated, so that the entire Property will be leased by District to Commission under a single lease agreement (the Existing Sports Arena Ground Lease, as so amended, and as it may hereafter be amended, the "**Sports Arena Ground Lease**") and corresponding amendments are being made to the USC Lease and the NDA; and

WHEREAS, USC and District desire to amend the Option Agreement to reflect the updated legal description of the Property as contained in the Sports Arena Ground Lease as of the Effective Date and the right of USC, under the Option Agreement, to elect to lease the entire Property from District;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, USC and District agree as follows:

1. **Amendment of Option Agreement.** Schedule 1.1 to the Option Agreement is deleted hereby and replaced with Schedule 1.1 attached to this Amendment.

2. **Choice of Law.** This Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of California.

3. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or .pdf signatures to this Amendment shall be effective as originals.

4. **Severability.** If any provision of this Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Amendment and to this end the provisions of this Amendment are intended to be and are severable.

5. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

6. **Continued Effectiveness.** Except as otherwise set forth herein, this Amendment shall not be deemed to modify any term, provision or condition of the Option Agreement, and the terms, provisions and conditions of the Option Agreement, as amended hereby, are hereby reaffirmed, ratified and confirmed by District and USC.

The parties hereto enter into this Amendment intending to be legally bound by the terms and provisions hereof as of the date and year first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Lease Option Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

STATE:

USC:

SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION, an Institution of the State  
of California

UNIVERSITY OF SOUTHERN  
CALIFORNIA, a California Nonprofit Public  
Benefit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA NATURAL RESOURCES  
AGENCY, an agency of the State of  
California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEPARTMENT OF GENERAL  
SERVICES, a department of the State of  
California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

Department of General Services, Office of  
Legal Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule 1.1**

*Depiction and Legal Description of the Land*

[see attached]

## **LEGAL DESCRIPTION**

### **SPORTS ARENA**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### **PARCEL 1:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 640.76 FEET; THENCE SOUTH  $89^{\circ} 53' 05''$  WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $71^{\circ} 20' 46''$ , A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $57^{\circ} 10' 50''$ , A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $75^{\circ} 50' 49''$ , A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $0^{\circ} 07' 40''$  EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ} 50' 35''$ , A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH  $89^{\circ} 58' 15''$  EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL THAT PORTION OF SAID LAND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET.

ALSO EXCEPT ANY PORTION INCLUDED WITHIN LOT P OF SAID SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS.

#### **PARCEL 2:**



THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 640.76 FEET; THENCE SOUTH 89° 53' 05" WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 07' 40" EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 50' 35", A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT ALL THAT PORTION OF SAID LAND LYING EASTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET .

**PARCEL 3:**

LOT P OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT P, THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, N00°03'50"W 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°03'50"W 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE S89°57'10"W, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE N00°03'50"W, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE S89°52'37"E, ALONG

THE NORTH LINE OF SAID LOT P, 222.00 FEET TO THE NORTHWEST CORNER OF SAID LOT P, SAID POINT BEING ON THE WESTERLY LINE OF FIGUEROA STREET; THENCE S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND ABOVE DESCRIBED OR PRODUCED AND SAVED THEREFROM; AND FURTHER EXCEPTING THE SOLE AND EXCLUSIVE RIGHTS TO DRILL INTO, FROM AND THROUGH SAID LAND FOR, PRODUCING AND DEVELOPING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BY MEANS OF SLANT DRILLING OPERATIONS CONDUCTED FROM SURFACE LOCATIONS OUTSIDE SAID LAND, INTO OR THOROUGH SAID LAND, TO PRODUCING INTERVALS EITHER WITHIN OR BEYOND SAID LAND; ALL SUBJECT HOWEVER, WITHOUT HOWEVER THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR INTO THE UPPER 500 FEET THEREOF MEASURED VERTICALLY FROM SAID SURFACE, AS RESERVED BY THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, IN GRANT DEED RECORDED JUNE 19, 2009 AS INSTRUMENT NO. 20090927601, OFFICIAL RECORDS.

**ALSO KNOWN AS:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 640.76 FEET; THENCE SOUTH 89° 57' 10" WEST 726.00 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 03' 35" EAST 59.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 51' 15", A DISTANCE OF 31.37 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.98 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED LAND IS BASED ON THE CALIFORNIA COORDINATES SYSTEM (CCS 83), ZONE 5, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE..

## Tab 6

### Amendment to Memorandum of Lease Option Agreement (Sports Arena)

Recording Requested by and  
When Recorded, Return to:

University of Southern California  
Dept. of Real Estate & Asset Management  
University Park Campus, UGW-110  
Los Angeles, CA 90089-7271  
Attn: Vice President

(Space above this line for Recorder's use)

### AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT

This AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT ("***Amendment***"), is executed as of \_\_\_\_\_, 2015 (the "***Execution Date***"), by the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California ("***Owner***") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code.

Owner executed a certain Memorandum of Lease Option Agreement dated as of September 4, 2013 and recorded on September 24, 2013 as Document No. 20131384077 in the Official Records of the Los Angeles County Registrar-Recorder (the "***Memorandum***"). The recorded Memorandum inadvertently included an incomplete legal description as Exhibit A attached thereto. By this Amendment, Owner hereby amends the Memorandum to delete the Exhibit A attached to the Memorandum and to replace it with **Exhibit A** attached hereto, which shall constitute and be the "***Property***" under the Memorandum.

*[Remainder of page intentionally left blank - signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Execution Date.

Owner:

SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED:

DEPARTMENT OF GENERAL SERVICES

APPROVED:

CALIFORNIA NATURAL RESOURCES  
AGENCY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

DEPARTMENT OF GENERAL SERVICES,  
OFFICE OF LEGAL SERVICES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Sixth District Agricultural Association***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                 )  
  )  
County of Los Angeles            )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

***Natural Resources Agency***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                 )  
  )  
County of \_\_\_\_\_            )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

***Department of General Services***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
  )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

***Department of General Services,  
Office of Legal Services***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
  )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

*Notary Acknowledgment Page to Amendment to Memorandum of Lease Option Agreement (Sports Arena)*



**EXHIBIT A**

*The Property*

*[see attached]*

## **LEGAL DESCRIPTION**

### **SPORTS ARENA**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### **PARCEL 1:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 640.76 FEET; THENCE SOUTH  $89^{\circ} 53' 05''$  WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $71^{\circ} 20' 46''$ , A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $57^{\circ} 10' 50''$ , A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $75^{\circ} 50' 49''$ , A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $0^{\circ} 07' 40''$  EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ} 50' 35''$ , A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH  $89^{\circ} 58' 15''$  EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL THAT PORTION OF SAID LAND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET.

ALSO EXCEPT ANY PORTION INCLUDED WITHIN LOT P OF SAID SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS.

#### **PARCEL 2:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 640.76 FEET; THENCE SOUTH 89° 53' 05" WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 07' 40" EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 50' 35", A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT ALL THAT PORTION OF SAID LAND LYING EASTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET.

**PARCEL 3:**

LOT P OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT P, THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, N00°03'50"W 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°03'50"W 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE S89°57'10"W, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE N00°03'50"W, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE S89°52'37"E, ALONG

THE NORTH LINE OF SAID LOT P, 222.00 FEET TO THE NORTHWEST CORNER OF SAID LOT P, SAID POINT BEING ON THE WESTERLY LINE OF FIGUEROA STREET; THENCE S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND ABOVE DESCRIBED OR PRODUCED AND SAVED THEREFROM; AND FURTHER EXCEPTING THE SOLE AND EXCLUSIVE RIGHTS TO DRILL INTO, FROM AND THROUGH SAID LAND FOR, PRODUCING AND DEVELOPING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BY MEANS OF SLANT DRILLING OPERATIONS CONDUCTED FROM SURFACE LOCATIONS OUTSIDE SAID LAND, INTO OR THROUGH SAID LAND, TO PRODUCING INTERVALS EITHER WITHIN OR BEYOND SAID LAND; ALL SUBJECT HOWEVER, WITHOUT HOWEVER THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR INTO THE UPPER 500 FEET THEREOF MEASURED VERTICALLY FROM SAID SURFACE, AS RESERVED BY THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, IN GRANT DEED RECORDED JUNE 19, 2009 AS INSTRUMENT NO. 20090927601, OFFICIAL RECORDS.

**ALSO KNOWN AS:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 640.76 FEET; THENCE SOUTH 89° 57' 10" WEST 726.00 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 03' 35" EAST 59.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 51' 15", A DISTANCE OF 31.37 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.98 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED LAND IS BASED ON THE CALIFORNIA COORDINATES SYSTEM (CCS 83), ZONE 5, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE..

Tab 1

Amendment to Coliseum Lease

## Tab 2

# Amendment to Lease Option Agreement (Coliseum Property)

## Tab 3

### Amendment to Memorandum of Lease Option Agreement (Coliseum)



## Tab 4

Third Amendment to Sports Arena  
Agreement, Lease and Easement and  
Termination of Agreement and Lease for  
Parcel Adjacent to Arena

## Tab 5

# Amendment to Lease Option Agreement (Sports Arena Property)

## Tab 6

### Amendment to Memorandum of Lease Option Agreement (Sports Arena)

Tab 7

Amendment to  
Non-Disturbance Agreement

**AMENDMENT TO  
NON-DISTURBANCE AGREEMENT**

THIS AMENDMENT TO NON-DISTURBANCE AGREEMENT (this "**Amendment**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION ("**District**"), an Institution of the State of California ("**State**") also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code, and the UNIVERSITY OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation ("**USC**").

**R E C I T A L S:**

WHEREAS, State is the fee owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, currently occupied by improvements commonly referred to as the Los Angeles Memorial Coliseum ("**Coliseum**") and the Los Angeles Memorial Sports Arena ("**Sports Arena**") and other incidental and accessory buildings, structures and appurtenance related thereto, as such real property is more particularly described and shown on **Exhibit "A"** attached to this Amendment and incorporated herein by this reference (the "**Land**"). Such Land, and all improvements located thereon, shall be collectively referred to herein as the "**Property**"; and

WHEREAS, District has leased certain of the Land (the "**Originally Leased Land**") and certain of the other Property to the Los Angeles Memorial Coliseum Commission ("**Commission**") pursuant to (i) that certain Coliseum Lease dated January 3, 1956, amended as of June 17, 1971, November 3, 1976, February 13, 2008, and December 20, 2013 (as so amended, the "**Existing Coliseum Ground Lease**"), (ii) that certain Sports Arena Lease dated January 3, 1956, amended as of February 13, 2008 and December 20, 2013 (as so amended, the "**Existing Sports Arena Ground Lease**"), and (iii) that certain Agreement and Lease for Parcel Adjacent to Arena dated January 3, 1956 (the "**Adjacent Parcel Ground Lease**") and, together with the Existing Coliseum Ground lease and the Existing Sports Arena Ground Lease, the "**Existing Ground Leases**"; and

WHEREAS, the Existing Ground Leases were approved by District, the Department of General Services and the Secretary for the State and Consumer Services Agency pursuant to Food and Agriculture Code Section 4051; and

WHEREAS, pursuant to that certain Second Amendment to Lease and Agreement dated as of July 29, 2013, between Commission, as landlord, and USC, as tenant (the "**USC Lease**"), Commission has leased to USC the Originally Leased Land and all improvements located thereon on the terms and conditions provided therein; and

WHEREAS, in conjunction with the USC Lease, USC, District and State entered into a certain Non-Disturbance Agreement dated as of September 4, 2013 (the "**NDA**"), pursuant to which USC obtained the agreement of District and State not to disturb USC's possession, use and enjoyment of the Originally Leased Land and the improvements located thereon pursuant to the USC Lease as a result of the termination of either or both of the Existing Coliseum Ground Lease and the Existing Sports Arena Ground Lease, as well as other assurances and agreements as set forth therein; and

WHEREAS, concurrently herewith, as of the Effective Date, District and Commission have entered into (i) a Third Amendment to Sports Arena Agreement, Lease and Easement and Termination of Agreement and Lease for Parcel Adjacent to Arena, pursuant to which the premises demised under the

Adjacent Parcel Ground Lease are being consolidated, under the Existing Sports Arena Ground Lease, with the premises demised under the Existing Sports Arena Ground Lease and certain other real property, and the Adjacent Parcel Ground Lease is being terminated (the Existing Sports Arena Ground Lease, as so amended, and as it may hereafter be amended, the “**Sports Arena Ground Lease**”), and (ii) an Amendment to Coliseum Ground Lease, pursuant to which the legal description of the premises demised under the Existing Coliseum Ground Lease is being corrected so that the boundaries of such premises include all of the incidental and accessory buildings, structures and appurtenances related to the Coliseum (the Existing Coliseum Ground Lease, as so amended, and as it may hereafter be amended, the “**Coliseum Ground Lease**”); and

WHEREAS, USC, District and State desire to amend the NDA to reflect the updated and corrected legal descriptions of the Property as contained in the Sports Arena Ground Lease and the Coliseum Ground Lease as of the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, USC, District and State agree as follows:

1. **Amendment of NDA.** Exhibit “A” to the NDA is deleted hereby and replaced with Exhibit “A” attached to this Amendment. The defined terms “Sports Arena Ground Lease” and “Coliseum Ground Lease” in the NDA are amended hereby to have the meanings, respectively, set forth in the penultimate recital of this Amendment.

2. **Choice of Law.** This Amendment shall be governed by, and shall be construed in accordance with, the laws of the State of California.

3. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or .pdf signatures to this Amendment shall be effective as originals.

4. **Severability.** If any provision of this Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Amendment and to this end the provisions of this Amendment are intended to be and are severable.

5. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

6. **Continued Effectiveness.** Except as otherwise set forth herein, this Amendment shall not be deemed to modify any term, provision or condition of the NDA, and the terms, provisions and conditions of the NDA, as amended hereby, are hereby reaffirmed, ratified and confirmed by District, State and USC.

The parties hereto enter into this Amendment intending to be legally bound by the terms and provisions hereof as of the date and year first written above.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Non-Disturbance Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

STATE:

USC:

SIXTH DISTRICT AGRICULTURAL  
ASSOCIATION, an Institution of the State of  
California

UNIVERSITY OF SOUTHERN CALIFORNIA, a  
California Nonprofit Public Benefit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA NATURAL RESOURCES  
AGENCY, an agency of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEPARTMENT OF GENERAL SERVICES,  
a department of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

Department of General Services, Office of Legal  
Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

*Depiction and Legal Description of the Property*



LEGAL DESCRIPTION

COLISEUM

A portion the Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 352 of Miscellaneous Records, Records of said County, described as follows:

Beginning at a point on the westerly line of Figueroa Street, 100.00 feet wide, as shown on Record of Survey, in said City, as per map filed in Book 90, Pages 19 through 23, inclusive, of Records of Survey, distant along said westerly line North 00°03'55" West 701.36 feet from the northerly line of Tract No. 4719, in said City, as per map recorded in Book 52, Page 48 of Maps; thence South 89°57'05" West 726.14 feet; thence South 56°15'25" West 111.63 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, as described in the unrecorded Coliseum Lease dated January 3, 1956, being the True Point of Beginning; thence northeasterly, northerly, northwesterly and westerly along said northwesterly edge of curb, the westerly edge of the westerly curb, the southwesterly edge of the southwesterly curb and the southerly edge of the southerly curb of said paved roadway known as South Coliseum Drive, the following eight (8) courses:

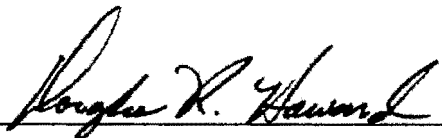
1. North 24°13'25" East 63.55 feet; to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
2. Northerly along said curve 68.04 feet through a central angle of 24°17'20"; thence
3. North 00°03'55" West 126.03 feet to the beginning of a curve, concave westerly, having a radius of 160.50 feet; thence
4. Northerly along said curve, 68.04 feet through a central angle of 24°17'20"; thence
5. North 24°21'15" West 92.88 feet to the beginning of a curve, concave southwesterly, having a radius of 519.50 feet; thence

- 1 6. Northwesternly along said curve, 231.72 feet through a central angle of 25°33'22"
- 2 to the beginning of a compound curve, concave southwesterly, having a radius of
- 3 401.50 feet, a radial line to said beginning bears North 40°05'23" East; thence
- 4 7. Northwesternly and westerly along said curve, 280.58 feet through a central angle
- 5 of 40°02'23"; thence
- 6 8. North 89°57'00" West 922.54 feet to the easterly line of Bill Robertson Lane
- 7 (formerly Agricultural Avenue), 60.00 wide, as shown on said Southern District
- 8 Agricultural Park and Adjoining Lots; thence
- 9 leaving said southerly edge of curb, southerly along said easterly line of Bill Robertson
- 10 Lane, South 00°06'04" West 1030.42 feet to the southwesterly corner of said unrecorded
- 11 Coliseum Lease; thence northeasterly, easterly, and southeasterly along the southerly line
- 12 of said unrecorded Coliseum Lease the following eleven (11) courses:
- 13 1. North 60°56'49" East 116.22 feet; thence
- 14 2. North 65°14'59" East 35.21 feet; thence
- 15 3. North 73°29'44" East 43.02 feet; thence
- 16 4. North 83°36'54" East 60.59 feet; thence
- 17 5. North 88°46'34" East 55.47 feet; thence
- 18 6. South 86°32'11" East 37.49 feet; thence
- 19 7. South 84°13'36" East 52.11 feet; thence
- 20 8. South 77°16'26" East 37.46 feet; thence
- 21 9. South 20°48'26" East 60.08 feet; thence
- 22 10. South 67°37'31" East 85.52 feet; thence
- 23 11. South 89°46'16" East 366.95 feet to said northwesterly edge of the northwesterly
- 24 curb of said paved roadway known as South Coliseum Drive, said point being on
- 25 a non-tangent curve, concave southeasterly, having a radius of 198.50 feet, a
- 26 radial line to said point bears North 43°10'17" West; thence
- 27 northeasterly along said northwesterly edge of curb the following three (3) courses:
- 28 1. Northeasterly along said last mentioned curve, 101.70 feet through a central angle
- 29 of 29°21'21" to the beginning of a reverse curve, concave northerly, having a

- 1 radius of 519.50 feet, a radial line to said beginning bears South 13°48'57" East;
- 2 thence
- 3 2. Northeasterly along said curve, 471.13 feet through a central angle of 51°57'38";
- 4 thence
- 5 3. North 24°13'25" East 29.33 feet to the True Point of Beginning.
- 6

7 This Legal Description is not intended for the use in the division and/or conveyance of  
8 land in violation of the Subdivision Map Act of the State of California.



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12 Douglas R. Howard, PLS 6169  
13 PSOMAS

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15 Date: 10-09-2015  
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## **LEGAL DESCRIPTION**

### **SPORTS ARENA**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### **PARCEL 1:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH  $00^{\circ} 07' 55''$  WEST 640.76 FEET; THENCE SOUTH  $89^{\circ} 53' 05''$  WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $71^{\circ} 20' 46''$ , A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $57^{\circ} 10' 50''$ , A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF  $75^{\circ} 50' 49''$ , A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH  $0^{\circ} 07' 40''$  EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $89^{\circ} 50' 35''$ , A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH  $89^{\circ} 58' 15''$  EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL THAT PORTION OF SAID LAND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET.

ALSO EXCEPT ANY PORTION INCLUDED WITHIN LOT P OF SAID SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS.

#### **PARCEL 2:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 07' 55" WEST 640.76 FEET; THENCE SOUTH 89° 53' 05" WEST 726.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 07' 40" EAST 59.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 50' 35", A DISTANCE OF 31.36 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.95 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT ALL THAT PORTION OF SAID LAND LYING EASTERLY OF A LINE PARALLEL WITH AND DISTANT WESTERLY 850 FEET, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID FIGUEROA STREET.

**PARCEL 3:**

LOT P OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT P, THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, N00°03'50"W 40.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°03'50"W 640.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION PARCEL; THENCE S89°57'10"W, 222.00 FEET TO THE WEST LINE OF SAID LOT P; THENCE N00°03'50"W, ALONG SAID WEST LINE, 43.16 FEET TO THE NORTHWEST CORNER OF SAID LOT P; THENCE S89°52'37"E, ALONG

THE NORTH LINE OF SAID LOT P, 222.00 FEET TO THE NORTHWEST CORNER OF SAID LOT P, SAID POINT BEING ON THE WESTERLY LINE OF FIGUEROA STREET; THENCE S00°03'50"E, ALONG SAID WESTERLY LINE, 42.50 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND ABOVE DESCRIBED OR PRODUCED AND SAVED THEREFROM; AND FURTHER EXCEPTING THE SOLE AND EXCLUSIVE RIGHTS TO DRILL INTO, FROM AND THROUGH SAID LAND FOR, PRODUCING AND DEVELOPING OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BY MEANS OF SLANT DRILLING OPERATIONS CONDUCTED FROM SURFACE LOCATIONS OUTSIDE SAID LAND, INTO OR THOROUGH SAID LAND, TO PRODUCING INTERVALS EITHER WITHIN OR BEYOND SAID LAND; ALL SUBJECT HOWEVER, WITHOUT HOWEVER THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR INTO THE UPPER 500 FEET THEREOF MEASURED VERTICALLY FROM SAID SURFACE, AS RESERVED BY THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, IN GRANT DEED RECORDED JUNE 19, 2009 AS INSTRUMENT NO. 20090927601, OFFICIAL RECORDS.

**ALSO KNOWN AS:**

THAT PORTION OF SOUTHERN DISTRICT AGRICULTURAL PARK AND ADJOINING LOTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 4, PAGE 352 OF MISCELLANEOUS RECORDS, BOOK 4, PAGE 352, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED BY THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF FIGUEROA STREET, 100 FEET WIDE, WITH THE NORTHERLY LINE OF TRACT NO. 4719, AS SHOWN ON MAP RECORDED IN BOOK 52, PAGE 48, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 40.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 03' 50" WEST 640.76 FEET; THENCE SOUTH 89° 57' 10" WEST 726.00 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.05 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 20' 46", A DISTANCE OF 63.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 559 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 57° 10' 50", A DISTANCE OF 557.88 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.91 FEET; THENCE SOUTHWESTERLY, ALONG SAID LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 75° 50' 49", A DISTANCE OF 218.30 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 0° 03' 35" EAST 59.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHEASTERLY TERMINUS, TO A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT NO. 4719, AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89° 51' 15", A DISTANCE OF 31.37 FEET TO SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 89° 58' 15" EAST 1271.98 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED LAND IS BASED ON THE CALIFORNIA COORDINATES SYSTEM (CCS 83), ZONE 5, 1983 DATUM, DEFINED BY SECTIONS 8801 TO 8819 OF THE CALIFORNIA PUBLIC RESOURCES CODE..